

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN

In The Matter of:

Beck/Charles E.
Debtor(s)

Chapter 7
11-57551-MBM
Judge McIvor

**MOTION FOR RELIEF FROM AUTOMATIC STAY & TO WAIVE THE
PROVISIONS OF F.R.B.P.4001(a)(3) AS TO GMAC MORTGAGE, LLC**

Now comes GMAC Mortgage, LLC, Movant, through its authorized attorney, and respectfully represents to the Court as follows:

1. That Movant is the holder of a mortgage on that property known as 128 NORTH DWIGHT STREET, JACKSON, MI 49202;
2. That the Debtor filed the instant case on July 30, 2010;
3. That pursuant to 11 U.S.C. Section 362(d)(1), upon the request of a party in interest, the court shall grant relief from stay for cause, including lack of adequate protection of such party in interest. Cause may also include failure of the Debtor to comply with obligations under 11 U.S.C. Section 521(a)(2);
4. That the Debtor has failed to maintain payments pursuant to the terms of the note secured by the mortgage referred to in paragraph one (1) of this pleading;
5. That as a result of the default in payments, a material default has occurred, which is prejudicial to Movant's rights; that Debtor is due for the August 1, 2010 mortgage payment, and subsequent mortgage installments;
6. That the total indebtedness to Movant, including accrued interest, escrow, and attorney fees is approximately \$60,165.16;

7. That the fair market value of the property is estimated to be \$40,000.00, as indicated by the Debtor's Schedule D; that upon review of this matter, to the best of the Movant's knowledge and belief, there are no other lien holders with respect to the subject property;

8. That said property is of no value to the bankruptcy estate; that Debtor has no equity in the subject property and that Movant lacks adequate protection;

9. That Movant is entitled to the relief sought pursuant to Sections 361 and 362 11 U.S.C. – Bankruptcy;

Wherefore, Movant requests that it be granted immediate relief from the Automatic Stay as regards the aforementioned property; that Movant be permitted to enforce its contractual rights pursuant to state law; that F.R.B.P.4001 (a)(3), which provides that the Automatic Stay shall remain in effect for a period of ten days from date of an Order Granting a Motion for Relief from Stay, be waived.

SCHNEIDERMAN & SHERMAN, P.C.

Date:08/11/11

By: /S/ Brett A. Border
Brett A. Border (P65534)
bborder@sspclegal.com
Attorney for GMAC Mortgage, LLC
23938 Research Drive, Suite 300
Farmington Hills, Michigan 48335
248-539-7400

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN

In The Matter of:

Beck/Charles E.
Debtor(s)

Chapter 7
11-57551-MBM
Judge Melvor

**ORDER GRANTING RELIEF FROM AUTOMATIC STAY & WAIVING THE
PROVISIONS OF F.R.B.P.4001(a)(3) AS TO GMAC MORTGAGE, LLC**

This matter having come before this Court on the Motion of GMAC Mortgage, LLC ("Creditor"), by and through its attorneys, Schneiderman & Sherman, P.C., for relief from the Automatic Stay; all parties to said Motion having been served with a copy of Creditor's Motion and proposed Order:

IT IS HEREBY ORDERED that the Automatic Stay is modified to allow Creditor, its successors or assigns to foreclose on the property known as 128 NORTH DWIGHT STREET, JACKSON, MI 49202, for the reasons set forth in Creditor's Motion; that Creditor is permitted to dispose of the property in accordance with the terms of its note and security agreement and in accordance with federal and state law; that F.R.B.P.4001(a)(3), is waived; that this order shall be served on the Chapter 7 Trustee and all others with an interest in the subject property. This order shall be binding and effective despite any conversion of this bankruptcy case to a case under any other chapter of Title 11 of the United States Bankruptcy Code.

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN

In The Matter of:

Beck/Charles E.
128 NORTH DWIGHT STREET
JACKSON, MI 49202

Chapter 7
11-57551-MBM
Judge McIvor

SS#3610

Debtor(s)

NOTICE OF MOTION

GMAC Mortgage, LLC, by and through its attorneys, filed papers with the Court to obtain relief from the Automatic Stay.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

If you do not want the Court to grant the relief requested, or if you want the Court to consider your views on the motion, within fourteen (14) days after service, you or your attorney must file and serve a response which complies with F.R. Civ. P.8 (b) (c) and (e) and that if such a response is not timely filed and served, the Court may grant the motion without a hearing in a form consistent with the form notice available from the clerk:

1. File with the Court a written response or an answer, explaining your position at:

U.S. BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
211 W. FORT STREET

DETROIT, MI 48226

If you mail your response to the Court for filing, you must mail it early enough so the Court will receive it on or before the date stated above;

You must also mail a copy to:

SCHNEIDERMAN & SHERMAN, P.C.
23938 Research Drive, Suite 300
Farmington Hills, Michigan 48335

Douglas Ellmann
308 West Huron
Ann Arbor, MI 48103-4204

Marion J. Mack
211 West Fort Street
Suite 700
Detroit, MI 48226

2. If a response or an answer is timely filed and served, the clerk will schedule a hearing on the motion and you will be served with a notice of the date, time and location of the hearing;

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the motion or objection, and may enter an order granting that relief.

SCHNEIDERMAN & SHERMAN, P.C.

Date:08/11/11

By: /S/ Brett A. Border
Brett A. Border (P65534)
bborder@sspcllegal.com
Attorney for GMAC Mortgage, LLC
23938 Research Drive, Suite 300
Farmington Hills, Michigan 48335
248-539-7400

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN

In The Matter of:

Beck/Charles E.

Chapter 7
11-57551-MBM
Judge McIvor

STATE OF MICHIGAN
COUNTY OF OAKLAND

PROOF OF SERVICE

I hereby certify that on the 11th day of August, 2011, I electronically filed the foregoing Motion for Relief from Stay, Notice of Motion, and Proposed Order with the Clerk of the Court using the ECF system which will send notification of such filing to the following:

Douglas Ellmann
308 West Huron
Ann Arbor, MI 48103-4204

Robert B. Reizner
605 W. Michigan Avenue
Jackson, MI 49201

And I hereby certify that I have mailed by United States Postal Service the Motion for Relief from Stay, Notice of Motion, and Proposed Order to the following non-ECF participants:

JACKSON COUNTY TREASURER
120 W. Michigan Ave.
Jackson, MI 49201

Beck/Charles E.
687 Old Forge Court
Chelsea, MI 48118

Angela Beck
687 Old Forge Court
Chelsea, Mi 48118

Execution on: 08/11/11

/S/ Brett A. Border
Brett A. Border (P65534)
bborder@sspclegal.com
23938 Research Drive Suite 300
Farmington Hills, Mi 48335
248-539-7400

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN

In The Matter of:

Beck/Charles E.

Debtor(s)
_____ /

Chapter 7
11-57551-MBM
Judge McIvor

STATEMENT OF CONCURRENCE SOUGHT

Brett A. Border, Esq. hereby states:

My office contacted Debtor's counsel via e-mail to attempt to obtain concurrence to this Motion for Relief from Automatic Stay on August 10, 2011. Concurrence was not given.

SCHNEIDERMAN & SHERMAN, P.C.

By: /S/ Brett A. Border
Brett A. Border (P65534)
Bborder@sspclegal.com
Attorney for GMAC Mortgage LLC.
Farmington Hills, MI 48335
248-539-7400



LIBER 1966 PAGE 0986 1 of 2
 STATE OF MICHIGAN - JACKSON COUNTY
 Received 07/05/2011 04:08:00 PM 2585976
 Processed 07/05/2011 04:22:26 PM MAS
 Mindy Rolly, REGISTER OF DEEDS

MIN 1000375-0175313808-2
 MERS# 888-679-6377

CORPORATION ASSIGNMENT OF REAL ESTATE MORTGAGE

2

FOR VALUE RECEIVED, the undersigned, Mortgage Electronic Registration Systems, Inc., hereby grants, assigns and transfers to GMAC Mortgage, LLC, 1100 Virginia Drive, P. O. Box 8300, Fort Washington, PA 19034, all the rights, title and interest of the undersigned in and to that certain Real Estate Mortgage dated January 26, 2007 and recorded March 2, 2007, in Document No. 2468885, Liber 1869, Page 545, Jackson County Records, executed by CHARLES E. BECK, A MARRIED MAN and ANGELA M. BECK, HIS WIFE, to Mortgage Electronic Registration Systems, Inc. ("MERS"), solely as nominee for lender and lender's successors and assigns.

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT A

(A/K/A 128 NORTH DWIGHT STREET, JACKSON, MI 49202)

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Real Estate Mortgage.

This assignment is effective May 11, 2011.

DATE: June 27, 2011

Mortgage Electronic Registration
 Systems, Inc

By: [Signature]

Susan Turner

Its: Assistant Secretary

Pennsylvania

STATE OF Pennsylvania)
 COUNTY OF Montgomery) ss.

The foregoing instrument was acknowledged before me this 27 day of June, 2011, by Susan Turner, its Assistant Secretary of Mortgage Electronic Registration Systems, Inc.

COMMONWEALTH OF PENNSYLVANIA
 Notarial Seal
 Mary Lynch, Notary Public
 Upper Dublin Twp., Montgomery County
 My Commission Expires Nov. 3, 2014
 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

[Signature]
 Notary Public
Montgomery County, Pennsylvania
 My Commission Expires: 11/3/14
 Acting in Montgomery County

Drafted by and when recorded return to:
 Jean M. Kwasnik
 SCHNEIDERMAN & SHERMAN, P.C.
 23938 Research Drive, Suite 300
 Farmington Hills, Michigan 48335
 Client ID GMAC.010392

[Signature]

RETURN TO:
 ONE STOP RECORDING
 23938 RESEARCH DR., STE 200
 FARMINGTON HILLS, MI 48335

EXHIBIT A

**ALL THAT PARCEL OF LAND IN THE CITY OF JACKSON, JACKSON COUNTY,
STATE OF MICHIGAN, AS MORE FULLY DESCRIBED IN DEED BOOK 1792, PAGE
644, ID# 7-1227, BEING KNOWN AND DESIGNATED AS LOT 8, BLOCK 14, EAST
ADDITION TO THE CITY OF JACKSON, MICHIGAN ACCORDING TO THE
RECORDED PLAT THEREOF.**

**BY FEE SIMPLE DEED FROM CHARLES E. BECK, A MARRIED MAN AS SET
FORTH IN BOOK 1792 PAGE 644 DATED 09/27/2004 AND RECORDED 09/27/2004,
JACKSON COUNTY RECORDS, STATE OF MICHIGAN.**

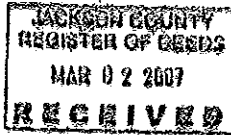


OFFICIAL SEAL Jackson County Register of Deeds
Hindy Ralily
L-1869 P-545



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Page: 1 of 32
03/02/2007 18:52A
L-1869 P-545

Hindy Ralily - Jackson Co



MORTGAGE

After Recording Return To:

Loan No. 175313808
MIN 1000375-0175313808-2

~~Client Mortgage, Inc.~~
~~100 Wilmar Road~~
~~Horsham, PA 19044-0963~~
~~Attn: Records Management~~

Prepared By And Return To:
John Wesley MPD/EE
Home Connects Lending Services
200 Lakeside Drive
Suite 348
Horsham, PA 19044

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated January 26, 2007, together with all Riders to this document
- (B) "Borrower" is
Charles E. Beck, a married man, *ANGELA M. BECK, HIS WIFE*

Borrower's address is

P.O. Box 802, Jackson, MI 49204

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48801-2026, tel. (888) 679-MERS.

MICHIGAN -- Single Family -- Partial Mac/Foodie Mac
UNIFORM INSTRUMENT Form 3023 1/01

(Page 1 of 18) 373534282

Initials: *CB* *MS*

988

GMACM - CMS.0020 MI (0001)



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Mindy Reilly - Jackson Co

(D) "Lender" is
GMAC Mortgage, LLC f/k/a GMAC Mortgage Corporation

Lender is a limited liability company organized and existing under the
laws of Delaware Lender's address is
100 Witmer Road, P.O. Box 963, Norsham, PA 19044

(E) "Note" means the promissory note signed by Borrower and dated January 26,
2007. The Note states that Borrower owes Lender
Sixty One Thousand Four Hundred Fifty and 00/100

Dollars (U.S. \$ 61,450.00) plus interest. Borrower has promised to pay this
debt in regular Periodic Payments and to pay the debt in full not later than
February 1, 2037

(F) "Property" means the property that is described below under the heading "Transfer of
Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges
and late charges due under the Note, and all sums due under this Security Instrument, plus
interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower.
The following Riders are to be executed by Borrower (check box as applicable):

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Biweekly Payment Rider	<input checked="" type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> Other(s) (specify)	<input type="checkbox"/> Planned Unit Development Rider	

(I) "Inapplicable Law" means all controlling applicable federal, state and local statutes,
regulations, ordinances and administrative rules and orders (that have the effect of law) as well
as all applicable final non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees,
assessments and other charges that are imposed on Borrower or the Property by a condominium
association, homeowners' association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction
originated by check, draft, or similar paper instrument, which is initiated through an electronic
terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize
a financial institution to debit or credit an account. Such term includes, but is not limited to,
point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone,
wire transfers, and automated clearinghouse transfers.

(L) "Excess Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or
proceeds paid by any third party (other than insurance proceeds paid under the coverages
described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or
other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv)
misrepresentations of, or omissions as to, the value and/or condition of the Property.

MICHIGAN - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 5013 1/01

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Initials: CB as



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(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with the power of sale, the following described property located in the

County

[Type of Recording Jurisdiction]

of Jackson

[Name of Recording Jurisdiction]

See Attached Legal Description Tax ID: 7-1227 128 N. Dwight Street, Jackson, MI, 49202

which currently has the address of
128 N Dwight St,

[Street]

Jackson

[City]

, Michigan 49202

[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

MICHIGAN -- Single Family -- Family Mortgage (Mac UNIFORM INSTRUMENT Form 302) 1/01

GMACH - CMS.0020.MI (0001) (Page 3 of 13)

Initials:

MB



2468885
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23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall prepare and file a discharge of this Security Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Charles E Beck

(Seal)

-Borrower

Angela M. Beck

(Seal)

-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

LOAN NO: 175313008
Witness:

MICHIGAN - Single Family - Cando Mac/Freddie Mac UNIFORM INSTRUMENT Form 3023 1/01
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF MICHIGAN,

COUNTY OF

Jackson } SS

The foregoing instrument was acknowledged before me this

January 26, 2007
(date)

by
Charles E. Beck, a married man & Angela m Beck, His WIFE

(person acknowledging)

ED WILSON

Notary Public, Lapeer Co. MI

Acting in Jackson Co. MI
My Comm. Expires July 28, 2011

Ed Wilson

Notary Public,

Lapeer County, Michigan

My Commission Expires: 7-28-2011

This instrument was prepared by

Khadija Cole
2600 Troy Center Drive
Troy, MI 48064-1565
for: GMAC Mortgage, LLC

MICHIGAN -- Single Family -- Family Mkt/Preddie Mkt UNIFORM INSTRUMENT Form 3023 1/01
GMACMI - CMB.0020.MI (0001) (Page 18 of 18)

Initials: *CB*

In re Charles E. Beck

Case No. _____

Debtor

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS (Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E B O R N O T E S	H U S B A N D , W I F E , J O I N T , O R C O M M U N I T Y	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	C O N T I N G E N T	U N L I Q U I T A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
Account No.			2005					
Gerald & Karen Hartman 5144 Pratt Ann Arbor, MI 48103			Mortgage					
			Rental - 408 W. High St. Jackson, MI					
			Value \$ 50,000.00				60,000.00	10,000.00
Account No.			2005					
Gerald & Karen Hartman 5144 Pratt Ann Arbor, MI 48103			Mortgage					
			Rental 203 N. Pleasant St. Jackson, MI					
			Value \$ 60,000.00				72,000.00	12,000.00
Account No. xxxxx2000			4/2007					
QMAC - Bankruptcy Dept. P.O. Box 180424 Saint Paul, MN 55113			Mortgage					
			Rental- 128-130 N. Dwight, Jackson, MI (Duplex)					
			Value \$ 40,000.00				62,550.00	22,550.00
Account No.			5/17/2011					
Harris Bank 111 W. Monroe St Chicago, IL 60603			Purchase Security					
			2011 Hyundai Elantra					
			Value \$ 10,700.00				12,345.00	0.00
Account No. xxxxx4300			4/3/01					
NationStar Mortgage P.O. Box 298000 Louisville, TX 75067			Mortgage					
			Rental - 616 Harris, Jackson, Michigan					
			Value \$ 30,000.00				30,970.00	970.00
Subtotal (Total of this page)							238,374.00	45,529.00
Total (Report on Summary of Schedules)							914,410.23	270,571.15

Sheet 2 of 2 continuation sheets attached to
Schedules of Creditors Holding Secured Claims